

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sieena, Inc.		02/07/2014	CORPORATION: CALIFORNIA
Sway, Inc.		02/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Perkins Coie Internet Services LLC		
Street Address:	1201 Third Avenue		
Internal Address:	39th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85964044	SWAY	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-622-4900		
Email:	KellyB@seedip.com		
Correspondent Name:	Kevin S. Costanza		
Address Line 1:	701 Fifth Avenue		
Address Line 2:	Suite 5400		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	660005.20741		
NAME OF SUBMITTER:	Kevin S. Costanza		
SIGNATURE:	/Kevin S. Costanza/		
DATE SIGNED:	11/20/2014		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME PURCHASE AGREEMENT

This Agreement is effective as of February 7, 2014 (“**Effective Date**”) and made and entered into by and between the following parties: **Sienna, Inc.**, a corporation of the state of California having an address at 1901 Avenue of the Stars, 2nd Floor, Los Angeles, California 90067 and **Sway, Inc.**, a corporation of the state of Delaware having an address at PMB 92-16, 1209 San Dario Ave., Laredo, Texas 78040 (collectively “**Sellers**”); and **Perkins Coie Internet Services LLC**, a limited liability corporation of the state of Washington, having an address at 1201 Third Ave., 39th Floor, Seattle, WA 98101 (“**Purchaser**”), as agent for an undisclosed principal.

RECITALS

WHEREAS, Sellers (a) own the trademark SWAY (“**Trademark**”), including U.S. Trademark Application Serial No. 85/964,044 for SWAY for goods in Class 9 and related goodwill (“**Trademark Application**”), and (b) are the registrants and owners of Internet domain name, <www.sway-on.com> (“**Domain Name**”) (collectively “**Assets**”); and

WHEREAS, the parties wish to assign to Purchaser all of Sellers’ rights, titles and interests in and to the Assets under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Sellers hereby transfer and assign to Purchaser all their rights, titles, and interests in and to (a) the Trademark, throughout the world, including the goodwill of the business associated with the Trademark, the Trademark Application, and the right to sue for and collect damages by reason of past infringement of the Trademark, and (b) the Domain Name.
2. Within one (1) calendar week of the Effective Date, Sellers agree to (a) sign the Trademark Assignment accompanying this Agreement as Exhibit 1; and (b) transfer the Domain Name to Purchaser, cooperate in the transfer of the Domain Name to Purchaser, and take whatever actions may be necessary to effectuate and/or facilitate said transfer.
3. Purchaser agrees to pay to Sellers Ninety Thousand United States Dollars (US\$ [REDACTED]) (“**Purchase Price**”). Within ten (10) business days of the Effective Date, Purchaser shall transfer the Purchase Price to Escrow.com, as Escrow Agent, to be held in escrow pending full transfer of the Assets to Purchaser. Purchaser agrees to pay the Escrow.com transaction fee, estimated to be US\$ [REDACTED]. Within three (3) calendar weeks of confirmation of both (a) Purchaser’s receipt of the executed Trademark Assignment, and (b) the successful transfer of the Domain Name to Purchaser, Purchaser shall instruct Escrow.com to release payment to Sellers.
4. Sellers hereby warrant and represent that:

- 4.1. they collectively are the sole and exclusive owners of the Assets and can transfer the Assets, including the Trademark Application and the registration of the Domain Name, to Purchaser free and clear of any liens, charges, claims, licenses or encumbrances;
- 4.2. they have not granted any third party any right or option to use or purchase any of the Assets;
- 4.3. they do not own any other intellectual property, including trademarks, trade names, domain names and/or business names, that contains, is derived from, or is confusingly similar to "sway;"
- 4.4. no third party has challenged, threatened to challenge, or to the Sellers' knowledge, has the right to challenge the Sellers' collective ownership and use of the any of the Assets, and there is not outstanding or pending any proceeding under the Uniform Dispute Resolution Policy in connection with Sellers' registration and/or use of the Domain Name; and
- 4.5. there are no fees owing to any entity or third party with regard to the registration or maintenance of the Assets.
5. Sellers have solely and independently determined, wholly without reliance on any actual or alleged statement or assertion of Purchaser concerning worth, value, or other factors relating to the Assets or relating to Purchaser's use thereof, the Purchase Price and are satisfied therewith.
6. Sellers agree to discontinue all use of the Assets as of the Effective Date, with the exception of the business name "Sway, Inc.", which Sellers may continue to use as a business name only, until the earlier of (a) the filing by Sellers of a change of name with the Division of Corporations of the State of Delaware, or (b) four (4) calendar weeks from the Effective Date. Except as expressly provided in this Agreement, Sellers agree not to adopt, register, seek to register or use SWAY or trademarks, trade names, domain names or business names containing, derived from, or confusingly similar to "sway."
7. Sellers agree not to object to or challenge, directly or indirectly, Purchaser's use, ownership or registration of SWAY or marks containing or derived from "sway" for any goods and services.
8. Sellers agree to keep the terms and conditions of this Agreement confidential, and except as may be required in updated registration information upon completion of the transfer of the Domain Name, Sellers agree not to publicize this transaction.
9. Sellers agree to sign such further documents as may be reasonably required to transfer the Assets to or record the transfer of the Assets to Purchaser.
10. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument, and shall be effective when the parties have executed a

counterpart and may be executed by facsimile signature, with all facsimile signatures to be deemed original signatures and equivalent thereto for all purposes.

11. This Agreement constitutes the entire agreement of the parties concerning the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Agreement. The parties may only add to or modify this Agreement in a writing that is signed by authorized representatives of both all of the parties.
12. Each of the parties will be responsible for payment of their own fees, costs and expenses incurred in connection with the transfer and assignment of the Assets. Sellers will be responsible for the payment of any applicable taxes arising as a result of its sale of the Assets.
13. This Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, affiliates, licensees, agents, principals and/or subsidiaries of the parties hereto.
14. Sellers and Purchaser each warrant and represent it is authorized to enter into this Agreement, that each party has had an opportunity to consult with legal counsel regarding this Agreement, and that the person signing below is authorized to sign the Agreement on its behalf.
15. This Agreement shall be considered to have been negotiated and entered into in Seattle, Washington and shall be governed by the substantive laws of the state of Washington, excluding choice of law rules. Any disputes concerning this Agreement shall be resolved in federal or state courts in Seattle, Washington and the parties hereby consent to jurisdiction and venue in such courts.

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16. This Agreement includes the following exhibit, which is hereby incorporated by reference:

Exhibit 1 - Trademark Assignment

IN WITNESS WHEREOF, the parties duly execute this Agreement by their authorized representatives.

Sleena, Inc

Perkins Coie Internet Services LLC

By: _____

By: _____

Fernando Gutierrez - VP of Technology
(print or type name and title)

Grace Han Stanton - manager
(print or type name and title)

Date: 02/07/2014

Date: 2/7/2014

Sway, Inc.

By: _____

Hector Martínez - President
(print or type name and title)

Date: 02/07/2014